



City of Loma Linda Official Report

Karen Gaio Hansberger, Mayor
Floyd Petersen, Mayor pro tempore
Robert Christman, Councilmember
Stan Brauer, Councilmember
Robert Ziprick, Councilmember

COUNCIL AGENDA: October 12, 2004
TO: City Council
VIA: Dennis R. Halloway, City Manager
FROM: Joanne Heilman, Executive Secretary to the City Manager
SUBJECT: Budget Appropriation of \$32,500 for Healthy Cities Grant

RECOMMENDATION

It is recommended that the City Council approve the supplemental appropriation of \$32,500 from the California Healthy Cities and Communities/Public Health Institute for the continued promotion and implementation of health, nutrition and physical activity and authorize the City Manager to sign the grant agreements.

BACKGROUND

On April 23, 2002, the City Council adopted Council Bill R-2002-22, a resolution supporting the Healthy Cities Project and its intent to participate. City Council accepted the grant in the amount of \$13,000 and authorized the City Manager to sign the grant agreement.

Through out the course of this project, City Council has accepted additional funds bringing the total amount received to \$83,000. The funds have been used to support/enhance the project such as: materials for nutrition educational workshops; technical support for cooking demonstrations; and salary for a student intern.

In July 2004, California Healthy Cities informed staff that there were additional grant funds available. Staff submitted a grant application/workplan and in September 2004, the City was awarded \$5000 in grant funds with \$27,500 to follow. The funds will be dispersed in 3 segments including workplans and objectives for each amount.

1 st	\$5,000
2 nd	\$15,000
3 rd	\$12,500

ANALYSIS

The additional funds will be used to enhance the health of elementary school students in the City of Loma Linda by increasing the proportion of children and adolescents aged 6 – 19 years whose intake of meals and snacks at school contributes to good overall dietary health.

FINANCIAL IMPACT

The City will receive \$20,000 to revenue account #37-9378 and \$12,500 to revenue account 37-9377 for fiscal year 2004-2005.

**GRANT AGREEMENT #1009113 BETWEEN
PUBLIC HEALTH INSTITUTE/
CALIFORNIA HEALTHY CITIES AND COMMUNITIES
AND THE CITY OF LOMA LINDA**

The Public Health Institute is the recipient of Contract #04-35633 from the California Department of Health Services for the conduct of the "California Healthy Cities and Communities" (PHI/CHCC) for promotion and implementation of health and preventive health services in California communities, including acquiring technical assistance in conducting their Healthy Cities efforts. PHI/CHCC and the City of Loma Linda, 25541 Barton Road, Loma Linda, CA 92354; TEL: (909) 799-2810, FAX: (909) 799-2890, E.I.N. 95-2662323, hereinafter GRANTEE, agree as follows, effective July 1, 2004:

PURPOSE OF GRANT: GRANTEE agrees to use the funds provided by this grant exclusively for the purpose of acquiring technical assistance services for use in conducting its 2004 Healthy Cities and Communities activities, as set forth in its 2004 Healthy Cities and Communities application to PHI/CHCC, which is included herein by reference.

TERM: Funds under this grant shall be available for expenditure from July 1, 2004 through September 30, 2004.

PAYMENT: The amount of this grant is \$5,000.00. Upon receipt of a fully executed grant agreement from GRANTEE, PHI/CHCC will release full payment of the grant in the amount of \$5,000.00. Expenditures shall conform to Exhibit A, Budget, a copy of which is attached and made a part of this agreement. GRANTEE may modify the budget with prior written approval from PHI/CHCC but no such modification shall increase the total amount.

ACKNOWLEDGMENT: GRANTEE shall acknowledge as follows the support of the State of California whenever any findings, data, or materials acquired under this grant are used in any publications: "This material is based upon work supported by the State of California, Department of Health Services under Contract No. 04-35633."

PROGRESS AND FISCAL REPORTING: GRANTEE shall provide interim progress reports as required by PHI/CHCC and a final progress report on or before September 30, 2004. GRANTEE shall provide a final fiscal report detailing its expenditures on or before October 31, 2004. GRANTEE shall promptly return the unexpended balance, if any, of funds awarded under this grant agreement. Equipment and unused supplies can either be used by GRANTEE for future Healthy Cities activities funded by PHI/CHCC or returned to PHI/CHCC.

INTELLECTUAL PROPERTY RIGHTS:

A. Ownership

(1) In accordance with the terms and conditions contained in PHI's prime agreement with the California Department of Health Services ("DHS") under which this Consulting Agreement is authorized and funded, CONSULTANT understands and agrees that DHS shall be and remain, without additional compensation, the sole owner of any and all rights, title, and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by CONSULTANT or PHI which result directly or indirectly from this agreement.

(2) For purposes of this agreement, Intellectual Property means recognized protectable rights and interest such as: patents (whether or not issued), copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations,

slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask work, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country, or jurisdiction.

a. For purposes of the definitions of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

(3) CONSULTANT further agrees to assist and cooperate with PHI in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHS's Intellectual Property rights and interests.

B. Retained Rights/License

(1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by CONSULTANT or PHI and which result directly or indirectly from this agreement, CONSULTANT shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this agreement. CONSULTANT hereby grants to PHI without additional compensation, a permanent, nonexclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, nonterminable license to use, reproduce, manufacture, sell, offer to sell, import, modify, publicly and privately display/perform, distribute, and dispose CONSULTANT's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property from this agreement, unless CONSULTANT assigns all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent CONSULTANT from using any ideas, concepts, know-how, methodology or techniques related to its performance under this agreement, provided that CONSULTANT's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of PHI or third party, or result in a breach or default of any provisions of this clause or result in a breach of any provisions of law relating to confidentiality.

C. Copyright

(1) CONSULTANT agrees that for purposes of copyright law, all works (as defined in Section A subparagraph (2)a of this provision) of authorship made by or on behalf of CONSULTANT in connection with CONSULTANT's performance of this agreement shall be deemed "works made for hire." CONSULTANT further agrees that the work of each person utilized by CONSULTANT in connection with the performance of this agreement will be a "work made for hire," whether that person is an employee of CONSULTANT or that person has entered into an agreement with CONSULTANT to perform the work. CONSULTANT shall enter into a written agreement with any such person that (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHS to any work

product made, conceived, derived from, or reduced to practice by CONSULTANT or PHI and which result directly or indirectly from this agreement.

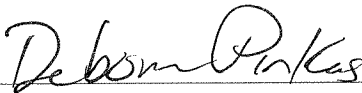
(2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by CONSULTANT and which result directly or indirectly from this agreement, shall include DHS' notice of copyright, which shall read in 3mm or larger typeface: "© 2001, State of California, Department of Health Services. This material may not be reproduced or disseminated without prior written permission from the Department of Health Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

D. Limited License: Notwithstanding anything to the contrary contained herein, permission is hereby granted to CONSULTANT to use, reproduce, distribute and modify intellectual property made, conceived, derived from, or reduced to practice by CONSULTANT which is included in the definition of Intellectual Property under Section A subparagraph (2) of this provision, provided that said permission is only granted if and to the extent that it is reasonably necessary for CONSULTANT to use, reproduce, distribute or modify said Intellectual Property to fulfill its contractual obligations under this agreement. CONSULTANT may grant the same permission to its subcontractors.

AUDIT: GRANTEE agrees to maintain and preserve until September 30, 2007 and to permit PHI/CHCC and the State or any of its duly authorized representatives to have access to and examine and audit any pertinent books, documents, papers, and records of GRANTEE.

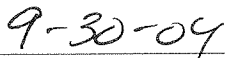
FOR PHI/CHCC:

FOR GRANTEE:



Debora Pinkas, J.D.

Manager, Grants & Contracts



Date

Date